State: District of Columbia Filing Company: American Reliable Insurance Company

TOI/Sub-TOI: 09.0 Inland Marine/09.0006 Other Personal Inland Marine

Product Name: Leave of Absence

Project Name/Number: ARIC Forms Withdrawal/SF_117_LEG_DC-AR_299

Filing at a Glance

Company: American Reliable Insurance Company

Product Name: Leave of Absence
State: District of Columbia
TOI: 09.0 Inland Marine

Sub-TOI: 09.0006 Other Personal Inland Marine

Filing Type: Form

Date Submitted: 05/04/2018

SERFF Tr Num: ASST-131487609

SERFF Status: Closed-WITHDRAWN FROM THE MARKETPLACE

State Tr Num:

State Status:

Co Tr Num: SF_117_LEG_DC_AR_299

Effective Date On Approval

Requested (New):

Effective Date On Approval

Requested (Renewal):

Author(s): Peter Otto

Reviewer(s): Carmen Belen (primary)

Disposition Date: 05/07/2018

Disposition Status: WITHDRAWN FROM THE MARKETPLACE

Effective Date (New): 05/07/2018
Effective Date (Renewal): 05/07/2018

Company Tracking #: SF_117_LEG_DC_AR_299

State: District of Columbia Filing Company: American Reliable Insurance Company

Deemer Date:

Submitted By: Peter Otto

TOI/Sub-TOI: 09.0 Inland Marine/09.0006 Other Personal Inland Marine

Product Name: Leave of Absence

Project Name/Number: ARIC Forms Withdrawal/SF_117_LEG_DC-AR_299

General Information

Project Name: ARIC Forms Withdrawal Status of Filing in Domicile: Authorized

Project Number: SF_117_LEG_DC-AR_299

Domicile Status Comments:
Reference Organization: N/A

Reference Title: N/A

Advisory Org. Circular: N/A

Filing Status Changed: 05/07/2018

State Status Changed:
Created By: Peter Otto

Corresponding Filing Tracking Number:

Filing Description:

Commissioner Stephen C. Taylor

District of Columbia

Dept. Of Insurance, Securities and Banking

1050 First Street, N.E., Suite 801

Washington, DC 20002

RE:AMERICAN RELIABLE INSURANCE COMPANY

NAIC # 0019-19615FEIN # 41-0735002

LOB: Personal Inland Marine

Program Name: Leave of Absence

FORMS (for withdrawal):

B3939PQ-0397 – General Provisions Master Policy

AA1332GL-0809 – General Provisions Certificate

AA1333GL-0809 – Endorsement to MP General Provisions

AR1015GU-0909 – Coverage Section – Single IUI Coverage AR1016GU-0909 - Coverage Section – Joint IUI Coverage

Related Filing Documents:

Letter of Authorization

Dear Commissioner Taylor:

Our American Reliable Insurance Company (ARIC) Leave of Absence Coverage was approved in your State January 29, 1998, August 3, 2000 and September 3, 2009, respectively.

At this time, we wish to withdraw this program in its entirety. We are withdrawing all applicable forms, currently approved in your state for this product.

As of January 1, 2017, there are no active insured's in your state for this program. Please note that even though we have no active insureds, we will still be responsible for and will continue to support any eligible claims that may be filed for this program.

Please send an acknowledgement of our request for our records at your earliest possible convenience.

Thank you for your time and attention to this filing. If you have any questions, please feel free to contact me at 800-4522244 x

SERFF Tracking #: ASST-131487609 State Tracking #:

Company Tracking #: SF_117_LEG_DC_AR_299

State: District of Columbia Filling Company: American Reliable Insurance Company

TOI/Sub-TOI: 09.0 Inland Marine/09.0006 Other Personal Inland Marine

Product Name: Leave of Absence

Project Name/Number: ARIC Forms Withdrawal/SF_117_LEG_DC-AR_299

33148 or Peter.Otto@Assurant.com.

Sincerely,

Peter Otto

Product Compliance Analyst, American Reliable Insurance Company

Company and Contact

Filing Contact Information

Peter Otto, Product Compliance Analyst Peter.Otto@assurant.com

11222 Quail Roost Drive 305-253-2244 [Phone] 4033148 [Ext]

Miami, FL 33157 305-252-6987 [FAX]

Filing Company Information

(This filing was made by a third party - assuranttpf)

American Reliable Insurance CoCode: 19615 State of Domicile: Arizona

Company Group Code: 920 Company Type: 11222 Quail Roost Dr Group Name: Assurant, Inc. Group State ID Number:

Miami, FL 33157 FEIN Number: 41-0735002

(305) 253-2244 ext. [Phone]

Filing Fees

Fee Required? No Retaliatory? No

Fee Explanation:

State: District of Columbia Filing Company: American Reliable Insurance Company

TOI/Sub-TOI: 09.0 Inland Marine/09.0006 Other Personal Inland Marine

Product Name: Leave of Absence

Project Name/Number: ARIC Forms Withdrawal/SF_117_LEG_DC-AR_299

Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
WITHDRAWN FROM THE MARKETPLACE	Carmen Belen	05/07/2018	05/07/2018

State: District of Columbia Filing Company: American Reliable Insurance Company

TOI/Sub-TOI: 09.0 Inland Marine/09.0006 Other Personal Inland Marine

Product Name: Leave of Absence

Project Name/Number: ARIC Forms Withdrawal/SF_117_LEG_DC-AR_299

Disposition

Disposition Date: 05/07/2018 Effective Date (New): 05/07/2018 Effective Date (Renewal): 05/07/2018

Status: WITHDRAWN FROM THE MARKETPLACE

Comment:

Rate data does NOT apply to filing.

Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Readability Certificate	Withdrawn	Yes
Supporting Document	Copy of Trust Agreement	Withdrawn	Yes
Supporting Document	Expedited SERFF Filing Transmittal Form	Withdrawn	Yes
Supporting Document	Consulting Authorization	Withdrawn	Yes
Supporting Document	Filing Letter	Withdrawn	Yes
Supporting Document	Prior SERFF Approvals, Approval Preceding SERFF -	Withdrawn	Yes
Form	General Provisions Master Policy	Withdrawn	Yes
Form	General Provisions Certificate	Withdrawn	Yes
Form	Endorsement to Master Policy General Provisions	Withdrawn	Yes
Form	Coverage Section Single Coverage	Withdrawn	Yes
Form	Coverage Section Joint	Withdrawn	Yes

State: District of Columbia Filing Company: American Reliable Insurance Company

TOI/Sub-TOI: 09.0 Inland Marine/09.0006 Other Personal Inland Marine

Product Name: Leave of Absence

Project Name/Number: ARIC Forms Withdrawal/SF_117_LEG_DC-AR_299

Form Schedule

Item	Schedule Item	Form	Form	Edition	Form	Form	Action Speci	fic	Readability	
No.	Status	Name	Number	Date	Type	Action	Data		Score	Attachments
1	Withdrawn 05/07/2018	General Provisions Master Policy	B3539PQ	0397	PCF	Withdrawn	Previous Filing Number:			SF117_GPSM_B 3539PQ0397_LE
							Replaced Form Number:			G_CH3F.pdf
2	Withdrawn 05/07/2018	General Provisions Certificate	AA1332GL	0809	CER	Withdrawn	Previous Filing Number:	ASPX- 126270491		SF117_GPSC_A A1332GL0809 L
							Replaced Form Number:			EG_CH3F.pdf
3	Withdrawn 05/07/2018	Endorsement to Master Policy General Provisions	AA1333GL	0809	END	Withdrawn	Previous Filing Number:	ASPX- 126270491	A1333GL	SF117_ENMT_A A1333GL0809 L
							Replaced Form Number:			EG_CH3F.pdf
4	Withdrawn 05/07/2018	Coverage Section Single Coverage	AR1015GU	0909	PCF	Withdrawn	Previous Filing Number:	ASPX- 126270491		SF117_COVG_A R1015GU0909_L EG_CH3F_SING LE.pdf
							Replaced Form Number:			
5	Withdrawn 05/07/2018	Coverage Section Joint AF	AR1016GU	0909	PCF	Withdrawn	Previous Filing Number:	ASPX- 126270491	R1016GU	SF117_COVG_A R1016GU0909 L
							Replaced Form Number:			EG_CH3F_JOIN T.pdf

Form Type Legend:

ABE	Application/Binder/Enrollment	ADV	Advertising
BND	Bond	CER	Certificate
CNR	Canc/NonRen Notice	DEC	Declarations/Schedule
DSC	Disclosure/Notice	END	Endorsement/Amendment/Conditions
ERS	Election/Rejection/Supplemental Applications	ОТН	Other

AMERICAN BANKERS LIFE ASSURANCE COMPANY

OF FLORIDA

AMERICAN RELIABLE INSURANCE COMPANY

[11222 Quail Roost Drive, Miami, FL 33157-6596 (305) 253-2244]

POLICY NUMBER	POLICY DATE		ANNIVERSARY DATE		
CREDITOR (BENEFICIARY)	CREDITOR (BENEFICIARY)				
ADDRESS					
TYPE OF COVERAGE		MAXIMUM AMOUNT OF IN	ISURANCE		

GROUP MASTER POLICY GENERAL PROVISIONS APPLICABLE TO ENTIRE CONTRACT

DEFINITIONS

"We", "us", and "our" - American Bankers Life Assurance Company of Florida; or American Reliable Insurance Company.

"Creditor beneficiary" or "creditor" - the financial institution to which the debt is owed. The creditor is named in the schedule.

"The insured" or "an insured" - for single coverage the primary insured or for joint coverage the primary insured and the joint insured.

"Primary insured" - the person whose name appears first on the instrument of indebtedness.

"Joint insured" - the person who is named as the co-signer on the instrument of indebtedness and who is jointly and severally liable for the repayment of the debt. If no co-signer is designated, the joint insured will be deemed to be the spouse of the primary insured.

"He", "his", "him" - refer to both genders.

"Maximum amount of insurance" - the total amount of insurance that will be paid for any one covered loss.

RATES AND REFUNDS

The rate for the type of coverage issued is shown in the certificate schedule page. Rates are subject to change. If there is an increase in rates, the creditor will notify each insured. The creditor will furnish insureds with a statement each month, which shows the:

- 1. amount of premium charged; and
- 2. outstanding balance to which the rate was applied.

The premium charge for coverage is based on the insured's previous month's balance and is based on one of the following methods:

- 1. <u>if the charge is per day</u> the daily rate times each day's balance. The sum of these daily charges during the prior month is then obtained; or
- 2. <u>if the charge is per month</u> the:
 - a. average daily balance times the monthly rate; or
 - b. ending billing balance times the monthly rate; or

- balance upon which finance charges are calculated times the monthly rate; or
- d. method determined by the creditor.

The method of premium calculation is shown in the insureds certificate schedule page.

Refunds: If the insurance is terminated, any unearned premium will be:

- 1. computed:
 - a. on a pro-rata basis; and
 - b. if 16 days or more are earned from the end of the month; or
 - if 15 days or less are earned from beginning of the month; and
- 2. promptly paid or credited to the insured's account.

No refund or credit will be made if the amount is one dollar or less

WHO GETS PAID

All benefits are paid to the creditor beneficiary to pay off or reduce the insured's account balance. Any excess benefits payable will be:

- 1. credited to the insured's account; or
- 2. paid to the insured's estate; or
- 3. paid to the second beneficiary.

We will only pay benefits under one type of coverage:

- 1. during any one claim period; and
- 2. while coverage is in effect.

AGE ELEGIBILITY

To qualify for this insurance, the primary insured must not have reached his 71st birthday. Within 90 days of coverage, if we find that we issued coverage to someone age 71 or older, we will:

- 1. return any premiums paid; and
- 2. not pay any benefits.

After the first 90 days, if we do not return the premium, coverage will remain in effect regardless of the primary insured's age.

B3539PQ-0397 B3539-0408

GENERAL PROVISIONS

Entire contract: The entire contract consists of:

- 1. the insured's application, if any;
- 2. the group master policy;
- 3. the creditor's application, if any; and
- 4. any endorsements or riders.

<u>Misrepresentation and fraud</u>: All statements made by the creditor or by an insured are deemed to be representation and not warranties.

<u>Legal action</u>: No action can be brought against us for at least 60 days after written proof of loss has been furnished to us. No such action shall be brought more than six (6) years after the date the proof of loss is required.

Required data: The creditor will be required to furnish us with data:

- 1. on or before the 10th day of each month;
- showing the names of all new insureds in the prior month;
- 3. so we may compute the premium due from the prior month; and
- 4. that we may require.

<u>Inspection of records</u>: We may inspect the creditor's records to verify data sent to us.

<u>Term of the group master policy</u>: The term of group master policy:

- 1. begins on the policy date; and
- 2. is for one year. It is automatically renewed by the payment of premiums.

<u>Conformity with state statutes</u>: The terms of the master policy are amended to comply with the statutes of the jurisdiction:

- 1. where it is issued; and
- 2. on the effective date

SECRETARY

AMERICAN BANKERS LIFE ASSURANCE COMPANY OF FLORIDA

AMERICAN BANKERS LIFE ASSURANCE COMPANY OF FLORIDA

SECRETARY

AMERICAN RELIABLE INSURANCE COMPANY

PRESIDENT

AMERICAN RELIABLE INSURANCE COMPANY

B3539PQ-0397 B3539-0408

AMERICAN BANKERS LIFE ASSURANCE COMPANY OF FLORIDA AMERICAN RELIABLE INSURANCE COMPANY

[A Stock Insurance Company]

Administrative Office: [11222 Quail Roost Drive, Miami, FL 33157-6596 (305) 253-2244]

CERTIFICATE GENERAL PROVISIONS APPLICABLE TO ENTIRE CONTRACT

PLEASE REVIEW YOUR COVERAGE FROM TIME TO TIME TO MAKE SURE IT STILL SUITS YOUR NEEDS

30-DAY RIGHT TO EXAMINE

The insured has the right to examine their certificate for 30 days. If the insured is not satisfied, it may be returned to us or the creditor for a full refund. When we or the creditor receive the certificate: 1) any payments made for it will be refunded or credited to the insured's account; and 2) coverage will be deemed void from the beginning.

DEFINITIONS

"We," "us," and "our" - American Bankers Life Assurance Company of Florida; or American Reliable Insurance Company.

"Creditor beneficiary" or "creditor" - the financial institution to which the debt is owed. The creditor beneficiary is named in the certificate schedule page.

"The insured" or "an insured" - for single coverage the primary insured or for joint coverage the primary insured and one joint insured.

"Primary insured" - the person whose name appears first on the instrument of indebtedness.

"Joint insured" - the person who is named as the co-signer on the instrument of indebtedness and who is jointly and severally liable for the repayment of the debt. If no co-signer is designated, the joint insured will be deemed to be the spouse or a party who, with the insured has entered into a civil union or domestic partnership recognized under District of Columbia law with the primary insured.

"Maximum amount of insurance" - the total amount of insurance that will be paid for any one covered loss.

RATES AND REFUNDS

The rate for the type of coverage issued is shown in the certificate schedule page. Rates are subject to change. If there is an increase in rates, the creditor will notify each insured. The creditor will furnish insureds with a statement each month, which shows the:

- 1. amount of premium charged; and
- 2. outstanding balance to which the rate was applied.

The premium charge for coverage is based on the insured's previous month's balance and is based on one of the following methods:

- 1. <u>if the charge is per day</u> the daily rate times each day's balance. The sum of these daily charges during the prior month is then obtained; or
- 2. if the charge is per month the:
 - a. average daily balance times the monthly rate; or
 - b. ending billing balance times the monthly rate; or
 - c. balance upon which finance charges are calculated times the monthly rate; or
 - d. method determined by the creditor.

The method of premium calculation is shown in the insured's certificate schedule page.

<u>Refunds</u>: If the insurance is terminated, any unearned premium will be:

- 1. computed:
 - a. on a pro rata basis; and
 - b. if 16 days or more are earned from the end of the month; or
 - c. if 15 days or less are earned from the beginning of the month; and
- 2. promptly paid or credited to the insured's account.

No refund or credit will be made if the amount is one dollar or less.

WHO GETS PAID

All benefits are paid to the creditor beneficiary to pay off or reduce the insured's account balance. Any excess benefits payable will be:

- 1. credited to the insured's account; or
- 2. paid to the insured's estate; or
- 3. paid to the second beneficiary.

We will only pay benefits under one type of coverage:

- 1. during any one claim period; and
- 2. while coverage is in effect.

AGE ELIGIBILITY

To qualify for this insurance, the primary insured must not have reached their 71st birthday. Within 90 days of coverage, if we find that we issued coverage to someone age 71 or older, we will:

- 1. return any premiums paid; and
- 2. not pay any benefits.

After he first 90 days, if we do not return the premium, coverage will remain in effect regardless of the primary insured's age.

GENERAL PROVISIONS

Entire contract: The entire contract consists of:

- 1. the insured's application, if any;
- 2. the group master policy;
- 3. the creditor's application, if any; and
- 4. any endorsements or riders.

<u>Misrepresentation and fraud</u>: All statements made by the creditor or by an insured are deemed to be representations and not warranties.

<u>Legal action</u>: No action can be brought against us for at least 60 days after written proof of loss has been furnished to us. No such action shall be brought more than six (6) years after the date the proof of loss is required.

<u>Conformity with state statutes</u>: The terms of the master policy are amended to comply with the statutes of the jurisdiction:

- 1. where it is issued: and
- on the effective date.

SECRETARY

AMERICAN RELIABLE INSURANCE COMPANY

AMERICAN BANKERS LIFE ASSURANCE COMPANY OF FLORIDA

AMERICAN BANKERS LIFE ASSURANCE COMPANY OF FLORIDA

PRESIDENT

AMERICAN RELIABLE INSURANCE COMPANY

AMERICAN BANKERS LIFE ASSURANCE COMPANY OF FLORIDA AMERICAN RELIABLE INSURANCE COMPANY

[A Stock Insurance Company]

Administrative Office: [11222 Quail Roost Drive, Miami, FL 33157-6596 (305) 253-2244]

AMENDATORY ENDORSEMENT – DISTRICT OF COLUMBIA

It is understood and agreed that this Endorsement is part of General Provisions Master Policy B3539PQ-0397 to which it is attached and amends the General Provisions Master Policy as follows:

- 1. The **30 DAY RIGHT TO EXAMINE** provision is amended to read as follows:
 - The insured has the right to examine their certificate for 30 days. If the insured is not satisfied, it may be returned to us or the creditor for a full refund. When we or the creditor receive the certificate: 1) any payments made for it will be refunded or credited to the insured's account; and 2) coverage will be deemed void from the beginning.
- 2. The "Joint Insured" definition under the **DEFINITIONS** section is amended to read as follows:
 - "Joint insured" the person who is named as the co-signer on the instrument of indebtedness and who is jointly and severally liable for the repayment of the debt. If no co-signer is designated, the joint insured will be deemed to be the spouse or a party who, with the insured has entered into a civil union or domestic partnership recognized under District of Columbia law with the primary insured.
- 3. The definition for "he", "his" and "him" were removed from the **DEFINITIONS** section.
- 4. The first paragraph of the **AGE ELIGIBILITY** provision is amended to read as follows:

To qualify for this insurance, the primary insured must not have reached their 71st birthday. Within 90 days of coverage, if we find that we issued coverage to someone age 71 or older, we will:

- 1. return any premiums paid; and
- 2. not pay any benefits.

THIS ENDORSEMENT REPLACES ANY PREVIOUSLY ISSUED ENDORSEMENTS AND/OR RIDERS AMENDING THE ABOVE PROVISIONS.

ALL OTHER TERMS AND CONDITIONS OF SAID POLICY REMAIN THE SAME.

SECRETARY

AMERICAN BANKERS LIFE ASSURANCE COMPANY OF FLORIDA

AMERICAN BANKERS LIFE ASSURANCE COMPANY OF FLORIDA

AMERICAN RELIABLE INSURANCE COMPANY

AMERICAN RELIABLE INSURANCE COMPANY

AMERICAN RELIABLE INSURANCE COMPANY

[A Stock Insurance Company]

Administrative Office: [11222 Quail Roost Drive, Miami, FL 33157-6596 (305) 253-2244]

FAMILY AND EMERGENCY LEAVE COVERAGE SECTION THIS INSURANCE COVERS THE PRIMARY INSURED ONLY

DEFINITIONS

"Immediate family" - the insured's:

- 1. child (natural or adopted); or
- 2. spouse; or
- 3. a party who, with the insured has entered into a civil union or domestic partnership recognized under District of Columbia law; or
- 4. parent.

"Leave of absence" - the insured's loss of income due to an unpaid leave of absence. The leave must be:

- voluntary and approved by the insured's employer; and
- 2. due to:
 - an accident or illness involving a member of the insured's Immediate Family, which required the insured to attend to the needs of such Immediate Family member; or
 - b. the insured residing in a Federally Declared Disaster Area; or
 - c. the insured is recalled to active military duty; or
 - d. new birth or adoption of a child.

"Monthly benefit" - the scheduled minimum monthly payment plus insurance premium, due on the account on the date of loss.

"Retroactive" - benefits are computed from the first day of the leave of absence following the completion of the waiting period.

"Non-retroactive" - benefits are computed from the first day following the end of the waiting period.

"Full-time" - working for salary or wages at least 30 hours per week.

BENEFIT PROVISIONS

Family and Emergency Leave Benefits: We will pay the monthly benefit to the creditor beneficiary, if the insured:

- 1. qualifies for benefits under this coverage section; and
- 2. takes a voluntary, approved leave of absence, while this coverage is in force; and
- 3. remains on leave for more than [14] [30] consecutive days.

After the initial waiting period has been met:

benefits will be computed [retroactively] [non-retroactively]; and

2. for partial months of leave of absence, the daily benefit will be 1/30th of the monthly benefit.

WHEN BENEFITS STOP

We will stop paying benefits on the earliest of the following:

- . the insured returns to work full-time; or
- 2. the date we have paid the greater of:
 - a. the outstanding balance as of the date of loss with interest; or
 - b. the maximum number of monthly benefits indicated in the certificate schedule page, if any.

WHEN INSURANCE STOPS

The insurance will stop without notice on the first billing date following the date:

- 1. the insured is more than 90 days past due in making the required account payment; or
- 2. the insured's account is terminated; or
- 3. we receive the insured's written request to stop the insurance; or
- 4. the group master policy is cancelled; or
- 5. the insured attains age 71; or
- of the insured's death.

If the creditor's group master policy is cancelled, the insured will receive written notice at least 31 days before the date of termination. Termination of the group master policy will be without prejudice to any claims arising before the effective date of cancellation.

WHAT WE WON'T PAY

We will not pay benefits:

- 1. for a leave of absence that begins within 90 days of the effective date of coverage; or
- in excess of the maximum number of monthly benefits indicated in the certificate schedule page, if any; or
- 3. for purchases or advances added to the insured's account after the date of the leave of absence.

<u>Exclusions</u>: We will not pay benefits if the insured's leave of absence is caused by or results from a pre-existing condition, meaning any condition:

1. for which a member of the insured's immediate family received medical diagnosis or treatment within the six months immediately preceding the effective date of coverage; and

2. which causes a loss within six months immediately following the effective date of coverage.

Any subsequent leave resulting from such conditions that commences or recommences more than six months after the effective date of coverage will be covered.

Reeligibility: The insured will be reeligible for benefits:

- 1. after benefits stop; and paid; and
- 2. if they return to work full-time for 30 consecutive days.

If the insured has not satisfied the above reeligibility requirement at the time of subsequent leave, it will be considered a continuation of the prior leave, with no waiting period. The maximum benefit will be equal to the unused portion of the maximum benefit for the prior leave.

GENERAL PROVISIONS APPLICABLE TO FAMILY AND EMERGENCY LEAVE COVERAGE

<u>Notice of claim</u>: Written notice of a claim must be given to us within 90 days after the date of loss. If notice is not given within that time, it must be given as soon as reasonably possible.

<u>Claim forms</u>: When we receive Notice of Claim, we will send forms for filing proof of loss. If we do not send them within 15 days, the insured can meet the Proof of Loss requirement by giving us a written statement of what happened. We must receive this statement within the time given for filing proof of loss.

Proof of loss: The insured must submit a statement:

- indicating the reason(s) for their leave of absence;
 and
- verifying that they will not receive compensation during the leave.

During the claim period, we may require additional information pertaining to the insured's leave.

AMERICAN RELIABLE INSURANCE COMPANY

[A Stock Insurance Company]

Administrative Office: [11222 Quail Roost Drive, Miami, FL 33157-6596 (305) 253-2244]

FAMILY AND EMERGENCY LEAVE COVERAGE SECTION JOINT COVERAGE

DEFINITIONS

"Immediate family" - the insured's:

- 1. child (natural or adopted); or
- 2. spouse; or
- 3. a party who, with the insured has entered into a civil union or domestic partnership recognized under District of Columbia law; or
- 4. parent.

"Leave of absence" - the insured's loss of income due to an unpaid leave of absence. The leave must be:

- voluntary and approved by the insured's employer; and
- 2. due to:
 - an accident or illness involving a member of the insured's Immediate Family, which required the insured to attend to the needs of such Immediate Family member; or
 - b. the insured residing in a Federally Declared Disaster Area; or
 - c. the insured is recalled to active military duty; or
 - d. new birth or adoption of a child.

"Monthly benefit" - the scheduled minimum monthly payment plus insurance premium, due on the account on the date of loss.

"Retroactive" - benefits are computed from the first day of the leave of absence following the completion of the waiting period.

"Non-retroactive" - benefits are computed from the first day following the end of the waiting period.

"Full-time" - working for salary or wages at least 30 hours per week.

BENEFIT PROVISIONS

<u>Family and Emergency Leave Benefit</u>: We will pay the monthly benefit to the creditor beneficiary, if either insured:

- 1. qualifies for benefits under this coverage section; and
- 2. takes a voluntary, approved leave of absence, while this coverage is in force; and
- 3. remains on leave for more than [14] [30] consecutive days.

If both insureds are eligible for benefits during the same claim period, we will only pay benefits for one insured. We will continue paying the monthly benefit:

1. for the first claimant; and

2. until the first claim period ends.

Once the first claim period ends, if the joint insured is still eligible for benefits, the new monthly benefit will:

- 1. be the scheduled minimum monthly payment plus insurance premium, due on the date the joint insured is eligible for leave of absence benefits; and
- 2. continue until the second claim period ends.

After the initial waiting period has been met:

- 1. benefits will be computed [retroactively] [non-retroactively]; and
- 2. for partial months of leave of absence, the daily benefit will be 1/30th of the monthly benefit.

If both take an approved leave of absence at the same time, we will pay the monthly benefit for the insured named as the primary insured. If the joint insured is still on an approved leave and benefits end for the primary insured, we will continue paying the monthly benefit until the joint insured is no longer eligible for benefits.

WHEN BENEFITS STOP

We will stop paying benefits on the earliest of the following:

- 1. the insured returns to work full-time; or
- 2. the date we have paid the greater of:
 - a. the outstanding balance as of the date of loss with interest; or
 - the maximum number of monthly benefits indicated in the certificate schedule page, if any.

WHEN INSURANCE STOPS

The insurance will stop without notice on the first billing date following the date:

- 1. the insured is more than 90 days past due in making the required account payment; or
- 2. the insured's account is terminated; or
- 3. we receive the insured's written request to stop the insurance; or
- 4. the group master policy is cancelled; or
- 5. the primary insured attains age 71; or
- 6. of the insured's death.

If the creditor's group master policy is cancelled, the insured will receive written notice at least 31 days before the date of termination. Termination of the group master policy will be without prejudice to any claims arising before the effective date of cancellation.

WHAT WE WON'T PAY

We will not pay benefits:

- for a leave of absence that begins within 90 days of the effective date of coverage; or
- 2. in excess of the maximum number of monthly benefits indicated in the certificate schedule page, if any; or
- 3. for purchases or advances added to the insured's account after the date of the leave of absence.

<u>Exclusions</u>: We will not pay benefits if the insured's leave of absence is caused by or results from a pre-existing condition, meaning any condition:

1. for which a member of the insured's immediate family received medical diagnosis or treatment within the six months immediately preceding the effective date of coverage; and

which causes a loss within six months immediately following the effective date of coverage.

Any subsequent leave resulting from such conditions that commences or recommences more than six months after the effective date of coverage will be covered.

Reeligibility: The insured will be reeligible for benefits:

- 1. after benefits stop; and paid; and
- 2. if they return to work full-time for 30 consecutive days.

If the insured has not satisfied the above reeligibility requirement at the time of subsequent leave, it will be considered a continuation of the prior leave, with no waiting period. The maximum benefit will be equal to the unused portion of the maximum benefit for the prior leave.

GENERAL PROVISIONS APPLICABLE TO FAMILY AND EMERGENCY LEAVE COVERAGE

Notice of claim: Written notice of a claim must be given to us within 90 days after the date of loss. If notice is not given within that time, it must be given as soon as reasonably possible.

<u>Claim forms</u>: When we receive Notice of Claim, we will send forms for filing proof of loss. If we do not send them within 15 days, the insured can meet the Proof of Loss requirement by giving us a written statement of what happened. We must receive this statement within the time given for filing proof of loss

Proof of loss: The insured must submit a statement:

- indicating the reason(s) for their leave of absence;
- 2. verifying that they will not receive compensation during the leave.

During the claim period, we may require additional information pertaining to the insured's leave.

State: District of Columbia Filing Company: American Reliable Insurance Company

TOI/Sub-TOI: 09.0 Inland Marine/09.0006 Other Personal Inland Marine

Product Name: Leave of Absence

Project Name/Number: ARIC Forms Withdrawal/SF_117_LEG_DC-AR_299

Supporting Document Schedules

Bypassed - Item:	Readability Certificate
Bypass Reason:	n/a - Withdrawal of Forms
Attachment(s):	
Item Status:	Withdrawn
Status Date:	05/07/2018
Bypassed - Item:	Copy of Trust Agreement
Bypass Reason:	N/A
Attachment(s):	
Item Status:	Withdrawn
Status Date:	05/07/2018
Bypassed - Item:	Expedited SERFF Filing Transmittal Form
Bypass Reason:	N/A
Attachment(s):	
Item Status:	Withdrawn
Status Date:	05/07/2018
Satisfied - Item:	Consulting Authorization
Comments:	
Attachment(s):	SF117_ATTEX_ARIC Letter of Authorization.pdf
Item Status:	Withdrawn
Status Date:	05/07/2018
Satisfied - Item:	Filing Letter
Comments:	
Attachment(s):	SF117_GENFL_050418_LEG_ARIC Forms Withdrawal.pdf
Item Status:	Withdrawn
Status Date:	05/07/2018
Satisfied - Item:	Prior SERFF Approvals, Approval Preceding SERFF -
Comments:	
Attachment(s):	SF117_ATTEX_AFILR_012998_B3538PQ_CH3F.pdf SF117_ATTEX_090309_AA1332GL0809-AA1333GL0809-AR1015GU0909-AR1016GU0909.pdf
Item Status:	Withdrawn

State: District of Columbia Filing Company: American Reliable Insurance Company

TOI/Sub-TOI: 09.0 Inland Marine/09.0006 Other Personal Inland Marine

Product Name: Leave of Absence

Project Name/Number: ARIC Forms Withdrawal/SF_117_LEG_DC-AR_299

Status Date: 05/07/2018



8655 E. Via De Ventura Scottsdale, AZ 85258 T 480.483.8666 F 480.443.3785

August 9, 2017

Re:

American Reliable Insurance Company

NAIC: 19615

State Filings - Letter of Authorization

To Whom It May Concern:

I, Valley M. Owens, hereby authorize Jackie Aguilar of Assurant Specialty Property & Assurant Solutions to submit and secure approval of state filings on behalf of American Reliable Insurance Company.

If you need additional information, please contact me at the email address shown below.

Sincerely,

Valley M. Owens

Chief Operating Officer – Vice President American Reliable Insurance Company

vowens@americanreliable.com



American Reliable Insurance Company 11222 Quail Roost Drive Miami, FL 33157-6596 T 305.253.2244 F 305.252.6987

www.assurant.com

May 4, 2018

Commissioner Stephen C. Taylor District of Columbia Dept. Of Insurance, Securities and Banking 1050 First Street, N.E., Suite 801 Washington, DC 20002

RE: AMERICAN RELIABLE INSURANCE COMPANY

NAIC # 0019-19615 FEIN # 41-0735002

LOB: Personal Inland Marine Program Name: Leave of Absence

FORMS (for withdrawal):

B3939PQ-0397 - General Provisions Master Policy AA1332GL-0809 - General Provisions Certificate AA1333GL-0809 - Endorsement to MP General Provisions AR1015GU-0909 - Coverage Section - Single IUI Coverage AR1016GU-0909 - Coverage Section - Joint IUI Coverage

Related Filing Documents:

Letter of Authorization

Dear Commissioner Taylor:

Our American Reliable Insurance Company (ARIC) Leave of Absence Coverage was approved in your State January 29, 1998, August 3, 2000 and September 3, 2009, respectively.

At this time, we wish to withdraw this program in its entirety. We are withdrawing all applicable forms, currently approved in your state for this product.

As of January 1, 2017, there are no active insureds in your state for this program. Please note that even though we have no active insureds, we will still be responsible for and will continue to support any eligible claims that may be filed for this program.

Please send an acknowledgement of our request for our records at your earliest possible convenience.

Thank you for your time and attention to this filing. If you have any questions, please feel free to contact me at 800-4522244 x 33148 or Peter.Otto@Assurant.com.

Sincerely,
PETER SH

Peter Otto

Product Compliance Analyst, American Reliable Insurance Company

N- 3396

AMERICAN RELIABLE INSURANCE COMPANY

11222 Quali Roost Drive, Miami, FL 33157-6596 (305) 253-2244 • Fax 252-6987

January 15, 1998

D.C. Department of Insurance PO Box 37475 Washington, DC 20001



FEB 1 0 1998 ABIC S.F.

Re:

American Reliable Insurance Company - NAIC#465-19615

AR8760EQ-0297 AR8761EQ-0297 Single Family & Emergency Leave Coverage Section Joint Family & Emergency Leave Coverage Section

B3539PQ-0397

Group Master Policy General Provisions

B3540CQ-0397

Certificate General Provisions

Dear Examiner:

A recent review of our outstanding 1997 files indicates that the above referenced filing was submitted to your department for approval on July 10, 1997. To date, we have not received a response from the department.

To facilitate the processing of this filing, we have enclosed another copy of the filing, in duplicate. A return envelope is also enclosed.

We look forward to hearing from you shortly. If you should have any questions, please feel free to call me at 1-800-852-2244, extension 3108. Our fax number is (305) 256-7170.

Sincerely,

Patricia Casarino Contract Analyst

State Filings Department

PC/pa Enclosure

F0564-0997

.xpy o 3

